

reCAPTCHA Terms of Service

1. Your relationship with Google

1.1 Your use of the reCAPTCHA services ("API" or "Services") is subject to these Terms of Service, which constitute a legal agreement between you and Google. "Google" means Google Inc., whose principal place of business is at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States.

1.2 Unless otherwise agreed in writing with Google, your agreement with Google will always include, at a minimum, these terms and conditions as set forth in this document, along with the then-current version of the documentation related to the Services located at <http://code.google.com/apis/recaptcha/intro.html> (collectively, the "Terms").

1.3 You represent and warrant that you have full authority to accept the Terms. If you are accepting on behalf of someone else, you represent and warrant that you have full legal authority to bind that person or entity to these Terms. If you don't have full legal authority to bind, please ensure that an authorized person from your entity consents to and accepts the Terms.

1.4 As used in this agreement, your "Application" means any software, web site, or embedded application you develop that can access or communicate with Google's servers using the Services.

2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

(A) clicking to accept or agree to the Terms, where this option is made available to you by Google in the user interface for any Services; or

(B) by actually using the Services. In this case, you understand and agree that Google will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Google, or (b) you are a person barred from using or receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

2.4 Before you continue, you should print off or save a local copy of the Terms of Services for your records.

2.5 Due to things like changes to the law or changes to functionality offered through the Services, Google may need to change the Terms from time to time. You should look at the terms regularly. Google will post notice of modified Terms at <http://www.google.com/recaptcha/terms>, and within the applicable Services. The

changes will become effective 7 days after they are posted except if the changes apply to new functionality in which case they will be effective immediately. If you do not agree to modified Terms, please stop using the Services. You understand and agree that if you use the Services after the date on which the Terms have changed, Google will treat your use as acceptance of the updated Terms.

3. Language of the Terms

3.1 Where Google has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with Google.

3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

4. Provision of the Services by Google

4.1 Google has subsidiaries and affiliated legal entities around the world ("Subsidiaries and Affiliates"). Sometimes, these companies will be providing the Services to you on behalf of Google itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.

4.2 Google is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Google provides may change from time to time.

4.3 You may stop using the Services at any time. You do not need to specifically inform Google when you stop using the Services.

4.4 You acknowledge and agree that if Google disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

5. Description of the Services

The Services provide images and/or audio clips (collectively, "Images") that are useful for distinguishing between humans and computers for the purposes of preventing abuse of a website, and also harnesses the power of humans. To use the Services, you must comply with the documentation located here. You may also use a script pre-built for an Application you use, such as the ones listed here. In order to make use of the API in any form, you must open an account with reCAPTCHA and register to obtain an API Key (which consists of a public and private component provided by the Website, and entitles a website to make queries through the API consisting of a "public key" and a "private key". Specifically, when a third party (which may be either a human or a computer) wishes to access your website, your website embeds a service script which includes your "public key." Your website then contacts the Services (an "API Query"), which then provide the third party with one or more Images and tokens identifying those Images. The third party then enters his/her/its interpretation of those Images and submits those interpretations to your website,

along with the tokens associated with the Images. Your website then sends the third party's interpretations and the tokens to the Services (using your "private key" to identify your Application), which then determine whether the third party has interpreted the Images sufficiently well that there is high confidence that the third party is a human. The Services then relay to your website its determination of whether or not there is high confidence that the third party is a human.

6. Use of the Services by You

6.1 In order to use the Services, you must open an account and obtain an API key [here](#). You agree that any registration information you give to Google will always be accurate, correct and up to date.

6.2 You agree to use the Services only for purposes (a) that are permitted by the Terms, any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries), and (b) that do not violate the legal rights of any third party, including but not limited to copyrights, trademarks, rights of privacy, and rights against defamation.

6.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Google, unless you have been specifically allowed to do so in a separate agreement with Google.

6.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

6.5 Unless you have been specifically permitted to do so in a separate agreement with Google, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

6.6 If your users provide you with user names, passwords, or other login information or personal information, you must make your users aware that the information will be available to your service, and you must provide legally adequate privacy notice and protection for those users. If your service stores information submitted by your users, it must do so securely.

6.7 You agree that you are solely responsible for (and that Google has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Google may suffer) of any such breach. Further, you agree Google is in no way responsible to you or any third party for anything related to your End User's use or misuse of your service, your service or your Application.

7. Your Password and Account Security

7.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

7.2 Accordingly, you agree that you will be solely responsible to Google for all

activities that occur under your account.

7.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify Google immediately.

8. Limitation on Use of Services; Prohibition on Storing Images and Reverse Engineering.

Upon obtaining an API Key, you will have a non-exclusive, limited right to use the Services solely for the purpose of receiving the Services' determination of whether or not there is high confidence that the third party interacting with your website is a human. You are prohibited from (i) storing Images received from the Services, and from displaying them multiple times, (ii) using the Images received from the Services as input to algorithms that attempt to process them, (iii) reverse engineering any aspect of the Services, and (iv) using the Images and any other data or information generated from the access and use of the Services (other than for the purpose of receiving the Services' determination of whether or not there is a high confidence that the third party interacting with your website is a human).

9. Privacy and Your Personal Information

9.1 For information about Google's data protection practices, please read Google's privacy policy at <http://www.google.com/recaptcha/policy>. These policies explain how Google treats your personal information, and protects your privacy, when you use the Services.

9.2 You agree to the use of your data and any data you transmit in accordance with Google's privacy policies.

10. Content in the Services

10.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are provided "as is" and that, in this respect, you use the Services at your own risk. All such information is referred to below as the "Content."

10.2 You understand that by using the Services you may be exposed to Content and your Application may be associated with Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

10.3 You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by Google or by the owners of that Content, in a separate agreement. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained in the Content.

11. Proprietary Rights

11.1 You acknowledge and agree that Google (or Google's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

11.2 Unless you have agreed otherwise in writing with Google, nothing in the Terms gives you a right to use any of Google's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

11.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with Google, then you agree that your use of such features shall be in compliance with that agreement, any applicable provisions of the Terms, and Google's brand feature use guidelines as updated from time to time. These guidelines can be viewed online at <http://www.google.com/permissions/guidelines.html> (or such other URL as Google may provide for this purpose from time to time).

11.4 Other than the limited license set forth in Section 13, Google acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you create, submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Google, you agree that you are responsible for protecting and enforcing those rights and that Google has no obligation to do so on your behalf.

11.5 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

11.6 Unless you have been expressly authorized to do so in writing by Google, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

12. License from Google

12.1 Google gives you a worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Google as part of the Services as provided to you by Google (referred to as the "Software" below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Google, in the manner permitted by the Terms.

12.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Google, in writing.

12.3 Unless Google has given you specific written permission to do so (e.g., through an open source software license), you may not assign (or grant a sub-license of) your

rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

13. Content License from You

13.1 You (or your licensors) retain copyright and any other rights you already hold in Content or software code which you create, submit, transmit, post or display on or through the Services. By submitting, transmitting, posting or displaying the Content or software code through the Services you give Google a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content or code which you submit, transmit, post or display on or through, the Services and other Google services. This license is for the sole purpose of enabling Google to display, distribute and promote the Services and other Google services and may be revoked for certain Google services as defined in the additional terms of those services.

13.2 You confirm and warrant to Google that you have all rights, power and authority necessary to grant the above license.

13.3 You agree that Google, in its sole discretion, may use your trade names, trademarks, service marks, logos domain names, and other distinctive brand features in presentations, marketing materials, customer lists, financial reports, and Web site listings (including links to your website) for the purpose of advertising or publicizing your use of the Services.

14. Software Updates

The software which you use may automatically download and install updates from time to time from Google. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Google to deliver these to you) as part of your use of the Services.

15. Ending Your Relationship with Google

15.1 The Terms will continue to apply until terminated by either you or Google as set out below.

15.2 You may terminate Terms with Google by discontinuing your use of the Services at any time.

15.3 Google may at any time, terminate the Terms with you at its sole discretion, without prior notice to you if:

(A) you have breached any provision of the Terms (or have acted in manner that clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(B) Google is required to do so by law (for example, due to a change to the law

governing the provision of the API); or

(C) the API relies on data or services provided by a third party partner and the relationship with such partner (i) has expired or been terminated or (ii) requires Google to change the way Google provides the data or services through the API; or

(D) providing the API could create a substantial economic burden as determined by Google in its reasonable good faith judgment; or

(E) providing the API could create a security risk or material technical burden as determined by Google in its reasonable good faith judgment.

15.4 Nothing in this Section shall affect Google's rights regarding provision of Services under Section 4 of the Terms.

15.5 Upon the termination of the Terms, you will immediately cease all use of the Services and any Google brand features.

15.6 When these Terms come to an end, all of the legal rights, obligations and liabilities that are which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 21.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

16. EXCLUSION OF WARRANTIES

16.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 16 AND 17, SHALL EXCLUDE OR LIMIT GOOGLE'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

16.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

16.3 IN PARTICULAR, GOOGLE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

16.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

16.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GOOGLE OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

16.6 GOOGLE FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

17. Indemnification

You agree to indemnify, defend and hold Google, its agents, affiliates, and licensors harmless from any claim, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals), arising out of or in connection with any claims arising out of or related to your Application, or your use of the Services, Content, or Google brand features. In such a case, Google will provide you with written notice of such claim, suit or action.

18. LIMITATION OF LIABILITY

18.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 16.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT GOOGLE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;

(II) ANY CHANGES WHICH GOOGLE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

(III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

(IV) THE FAILURE OF THE SERVICES TO DETECT NON-HUMAN USERS THROUGH YOUR USE OF THE SERVICES;

(V) YOUR FAILURE TO PROVIDE GOOGLE WITH ACCURATE ACCOUNT INFORMATION;

(VI) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

18.2 THE LIMITATIONS ON GOOGLE'S LIABILITY TO YOU IN PARAGRAPH 18.1 ABOVE SHALL APPLY WHETHER OR NOT GOOGLE HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

19. Copyright and Trademark Policies

Google operates a trademark complaints procedure in respect of Google's advertising business, details of which can be found at http://www.google.com/tm_complaint.html.

20. Other Content

20.1 The Services may include hyperlinks to other web sites or content or resources. Google may have no control over any Websites or resources which are provided by companies or persons other than Google.

20.2 You acknowledge and agree that Google is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such Websites or resources.

20.3 You acknowledge and agree that Google is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such Websites or resources.

21. General Legal Terms

21.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship

with these other companies or individuals.

21.2 The Terms constitute the whole legal agreement between you and Google and govern your use of the Services (but excluding any services which Google may provide to you under a separate written agreement), and completely replace any prior agreements between you and Google in relation to the Services.

21.3 You agree that Google may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

21.4 You agree that if Google does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Google has the benefit of under any applicable law), this will not be taken to be a formal waiver of Google's rights and that those rights or remedies will still be available to Google.

21.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

21.6 You acknowledge and agree that each member of the group of companies of which Google is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

21.7 The Terms, and your relationship with Google under the Terms, shall be governed by the laws of the State of California without regard to its conflict of laws provisions. You and Google agree to submit to the exclusive jurisdiction of the courts located within the county of Santa Clara, California to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Google shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

May 26, 2010